

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LABS.DENTAL INC.		07/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PRAIRIE DENTAL LABS, LLC		
Street Address:	222 West Adams Street, Suite 1980		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3096437	DA VINCI VENEERS	
Registration Number:	3014180	DA VINCI VENEERS	
Registration Number:	3012293	SMILES BY DA VINCI	
Registration Number:	3146284	DA VINCI SMILES	
Registration Number:	2061195	DA VINCI DENTAL STUDIOS	
Registration Number:	3603172	SMILE RESPONSIBLY	
Registration Number:	3751705	DA VINCI	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Daniel E. Kattman		
SIGNATURE:	/dek/		
DATE SIGNED:	07/12/2019		
Total Attachments: 5			

CH \$190.00 3096437

source=Trademark Security Agreement (Prairie Dental Labs) (Executed)#page1.tif
source=Trademark Security Agreement (Prairie Dental Labs) (Executed)#page2.tif
source=Trademark Security Agreement (Prairie Dental Labs) (Executed)#page3.tif
source=Trademark Security Agreement (Prairie Dental Labs) (Executed)#page4.tif
source=Trademark Security Agreement (Prairie Dental Labs) (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “Agreement”), dated as of July 1, 2019, is made by and between LABS.DENTAL INC., a Delaware corporation (“Debtor”), in favor of PRAIRIE DENTAL LABS, LLC, a Delaware limited liability company (the “Secured Party”).

RECITALS

A. Pursuant to a Term Loan Agreement, dated as of the date hereof (such agreement, as may be amended, revised, supplemented or restated from time to time, the “Loan Agreement”), between Debtor and the Secured Party, the Secured Party has agreed to make available to Debtor certain credit facilities and other financial accommodations pursuant to the terms and subject to the conditions set forth in the Loan Agreement.

B. Reference is made to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Debtor in favor of the Secured Party, which secures the Secured Obligations (as defined in the Security Agreement) as provided in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party, a security interest in substantially all the assets of the Debtor, including all right, title and interest of the Debtor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), and all products and proceeds thereof, to secure the Secured Obligations.

D. The Secured Party requires, as a condition to entering into the Loan Agreement that the Debtor execute and deliver this Agreement.

E. Capitalized terms used herein without definition are used as defined in the Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby grants to the Secured Party to secure the Secured Obligations, a continuing security interest in all of the Debtor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

1. all of its Trademarks, including, without limitation, each Trademark, Trademark registration, and Trademark application listed on *Schedule A* hereto, and all renewals and extensions of the foregoing; and

2. all products and Proceeds of the foregoing.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

The Debtor hereby agrees that, anything herein to the contrary notwithstanding, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks, Trademark registrations, and Trademark applications subject to a security interest hereunder.

This Agreement is being delivered in and shall be deemed to be a contract governed by the laws of the State of Illinois and shall be interpreted and enforced in accordance with the laws of that state without regard to the principles of conflicts of laws.

This Agreement and any amendment hereof may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Trademark Security Agreement as of the day and year first above written.

LABS.DENTAL INC.

BY 

Name: Michael Barry

Title: President

SCHEDULE A

Trademark Collateral

Trademark Registrations and Applications

Trademark	Country	Application No. and Date	Registration No. and Date	Trademark Status	Records of Assignments
DA VINCI	Canada	1253B17 (4/12/2005)	TMA661557 3/28/2006	Active	(1) Assignment dated May 22, 2012 (Nunc Pro Tunc June 23, 1988) from Da Vinci Dental Studios, Inc. To DLH da Vinci, LLC. (2) Amendment to Registration dated July 17, 2012 (online records do not show what the amendment is) Unknown (EU TMO does not show this information)
DA VINCI ENGINEERED AESTHETICS	European Community	005372867 (10/10/2006)	005372867 9/13/2007	Registration expired on October 10, 2016 for non-filing of renewal	Unknown (EU TMO does not show this information)
DA VINCI	European Community	008889511 (2/17/2010)	008889511 5/11/2012	Active (next renewal due February 17, 2020)	Unknown (EU TMO does not show this information)
DA VINCI VENEERS	USA	78357733 (1/26/2004)	3096437 5/23/2006	Active (renewed July 13, 2016; next renewal due May 26, 2026)	(1) 3/5/12 Assignment of Entire Interest from DaVinci Dental Studios, Inc. to DLH DaVinci, LLC. Reel/Frame: 4739/0228. (2) 3/5/12 Assignment of Security Interest from DLH DAVINCI, LLC to Convergent Capital Partners II, L.P. Reel/Frame: 4788/0178. (3) 8/6/15 Release of Security Interest from Convergent Capital Partners II, L.P. to DLH DaVinci, LLC. Reel/Frame: 5595/0738. (4) 8/6/15 Assignment of Security Interest from DLH DAVINCI, LLC to Victory Park Management, LLC, As Agent. Reel/Frame: 5595/0742.
DA VINCI VENEERS	USA	78976332 (1/26/2004)	3014180 11/8/2005	Active (renewed November 28, 2015; next renewal due November 10, 2025)	(1) 3/5/12 Assignment of Entire Interest from DaVinci Dental Studios, Inc. to DLH DaVinci, LLC. Reel/Frame: 4739/0228. (2) 3/5/12 Assignment of Security Interest from DLH DAVINCI, LLC to Convergent Capital Partners II, L.P. Reel/Frame: 4788/0178. (3) 8/6/15 Release of Security Interest from Convergent Capital Partners II, L.P. to DLH DaVinci, LLC. Reel/Frame: 5595/0738. (4) 8/6/15 Assignment of Security Interest from DLH DAVINCI, LLC to Victory Park Management, LLC, As Agent. Reel/Frame: 5595/0742.
SMILES BY DA VINCI	USA	78976109 2/18/2004	3012293 11/1/2005	Registration cancelled on June 3, 2016 because registrant did not file an acceptable declaration under Section 8.	(1) 3/5/12 Assignment of Entire Interest from DaVinci Dental Studios, Inc. to DLH DaVinci, LLC. Reel/Frame: 4739/0228. (2) 3/5/12 Assignment of Security Interest from DLH DAVINCI, LLC to Convergent Capital Partners II, L.P. Reel/Frame: 4788/0178. (3) 8/6/15 Release of Security Interest from Convergent Capital Partners II, L.P. to DLH DaVinci, LLC. Reel/Frame: 5595/0738. (4) 8/6/15 Assignment of Security Interest from DLH DAVINCI, LLC to Victory Park Management, LLC, As Agent. Reel/Frame: 5595/0742.
DA VINCI SMILES	USA	78370219 2/18/2004	3146284 9/19/2006	Registration cancelled on April 21, 2017 because registrant did not file an acceptable declaration under Section 8. T	(1) 3/5/12 Assignment of Entire Interest from DaVinci Dental Studios, Inc. to DLH DaVinci, LLC. Reel/Frame: 4739/0228. (2) 3/5/12 Assignment of Security Interest from DLH DAVINCI, LLC to Convergent Capital Partners II, L.P. Reel/Frame: 4788/0178. (3) 8/6/15 Release of Security Interest from Convergent Capital Partners II, L.P. to DLH DaVinci, LLC. Reel/Frame: 5595/0738. (4) 8/6/15 Assignment of Security Interest from DLH DAVINCI, LLC to Victory Park Management, LLC, As Agent. Reel/Frame: 5595/0742.
DA VINCI DENTAL STUDIOS	USA	75107384 5/21/1996	2061195 5/13/1997	Active (renewed June 21, 2017; next renewal due May 13, 2027)	(1) 11/09/01 Entire Interest Assignment from MATERDOMINI, DANIEL to DaVinci Dental Studios, Inc. Reel/Frame: 2425/0357. (2) 2/28/03 Entire Interest Assignment from DaVinci Dental Studios, Inc. to DANIEL MATERDOMINI. Reel/Frame: 2965/0413. (3) 8/24/06 Entire Interest Assignment from MR. DANIEL MATERDOMINI to DaVinci Dental Studios, Inc. Reel/Frame: 3382/0955. (4) 3/5/12 Assignment of Entire Interest from DaVinci Dental Studios, Inc. to DLH DaVinci, LLC. Reel/Frame: 4739/0228. (5) 3/5/12 Assignment of Security Interest from DLH DAVINCI, LLC to Convergent Capital Partners II, L.P. Reel/Frame: 4788/0178. (6) 8/6/15 Release of Security Interest from Convergent Capital Partners II, L.P. to DLH DaVinci, LLC. Reel/Frame: 5595/0738. (7) 8/6/15 Assignment of Security Interest from DLH DAVINCI, LLC to Victory Park Management, LLC, As Agent. Reel/Frame: 5595/0742.
SMILE RESPONSIBLY	USA	77176014 5/8/2007	3603172 4/7/2009	Registration cancelled on Nov. 13, 2015 because registrant did not file an acceptable declaration under Section 8.	(1) 3/5/12 Assignment of Entire Interest from DaVinci Dental Studios, Inc. to DLH DaVinci, LLC. Reel/Frame: 4739/0228. (2) 3/5/12 Assignment of Security Interest from DLH DAVINCI, LLC to Convergent Capital Partners II, L.P. Reel/Frame: 4788/0178. (3) 8/6/15 Release of Security Interest from Convergent Capital Partners II, L.P. to DLH DaVinci, LLC. Reel/Frame: 5595/0738. (4) 8/6/15 Assignment of Security Interest from DLH DAVINCI, LLC to Victory Park Management, LLC, As Agent. Reel/Frame: 5595/0742.
DA VINCI	USA	77771567 6/30/2009	3751705 2/23/2010	Active (Sections 8&15 Declaration accepted February 23, 2016; renewal due February 24, 2020)	(1) 3/5/12 Assignment of Entire Interest from DaVinci Dental Studios, Inc. to DLH DaVinci, LLC. Reel/Frame: 4739/0228. (2) 3/5/12 Assignment of Security Interest from DLH DAVINCI, LLC to Convergent Capital Partners II, L.P. Reel/Frame: 4788/0178. (3) 8/6/15 Release of Security Interest from Convergent Capital Partners II, L.P. to DLH DaVinci, LLC. Reel/Frame: 5595/0738. (4) 8/6/15 Assignment of Security Interest from DLH DAVINCI, LLC to Victory Park Management, LLC, As Agent. Reel/Frame: 5595/0742.